

ACCESS AND DISPOSITION AGREEMENT

This Access and Disposition Agreement ("Agreement") is made and entered into effective the 18th day of January, 2014, by and among:

Louisiana Military Department, a department of the State of Louisiana, whose permanent mailing address is 718 E Street, Camp Beauregard, Pineville, Louisiana 71360 ("LMD"), appearing through its authorized representative;

General Dynamics Ordnance and Tactical Systems, Inc., a Virginia corporation, whose permanent mailing address is 11399 16th Court North, Suite 200, St. Petersburg, Florida 33716 ("GD-OTS"), appearing through its authorized representative; and

Alliant Techsystems Inc., a Delaware corporation, whose permanent mailing address is 7480 Flying Cloud Drive, St. Paul, Minnesota 55344 ("ATK"), appearing through its authorized representative.

RECITALS

A. LMD is the owner of Camp Minden, which includes approximately 14,995 acres in Webster Parish Louisiana. The ownership of Camp Minden was acquired by LMD in a donation from the United States Army. That donation was subject to a contract with Explo Systems, Inc.

B. Explo Systems, Inc. ("Explo") formerly leased from the United States Army and conducted operations on certain property at Camp Minden, such property being more fully described on Exhibit A attached hereto and made a part hereof ("Site"). Explo also leased a number of bunkers/magazines at Camp Minden. Those leases were in effect at the time LMD took possession of the property. By Order of Court, all materials, that formerly belonged to Explo, were transferred to the LMD in September of 2013.

C. GD-OTS and ATK were identified by the United States Environmental Protection Agency ("EPA") as potentially responsible parties pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq. ("CERCLA"), with respect to certain required removal actions to be conducted at the Site because of Explo's former operations. LMD also was identified as a potentially responsible party pursuant to CERCLA.

D. While denying any liability or responsibility in connection with the Site, GD-OTS and ATK intend to enter into an Administrative Settlement Agreement and Order on Consent for Removal Action with EPA ("AOC") with regard to certain materials (Composition H6, M30 propellant, some nitrocellulose, tritonal mixed with tar/aluminum) at the Site, all as set forth in the draft AOC and statement of work ("SOW") attached hereto as Exhibits B and C, respectively.

E. The parties desire to facilitate the implementation of the removal action in compliance with the AOC and the SOW, facilitate GD-OTS's and ATK's compliance with the terms of the AOC and the SOW, and any amendments thereto, and grant access to the Site so as to facilitate the implementation of the removal action under the AOC and the SOW.

NOW THEREFORE, for and in consideration of the execution of this Agreement and performance of the mutual agreements and undertakings as set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Access.

a. *Grant of access.* LMD grants unto GD-OTS and ATK, without compensation, access to the Site and the Site Materials (as defined in Paragraph 2.a below) to conduct the removal action in compliance with EPA's approved AOC and the SOW, and any amendments thereto. The access granted to GD-OTS and ATK under this Agreement also extends to GD-OTS's and ATK's agents, employees, representatives, contractors, consultants, invitees, and others to the extent reasonably necessary to carry out activities on the Site that are authorized under this Agreement. GD-OTS and ATK will provide to LMD a written list of persons who will need access to Camp Minden. The Commander of Camp Minden and the Louisiana State Police ("LSP") will have the right to inspect the list and to deny any person from access site for security reasons. The rights of access granted herein also extend to EPA, the Louisiana Department of Environmental Quality ("LDEQ") and the LSP and the respective agents, employees, representatives, contractors, consultants, and invitees of EPA, LDEQ, and/or LSP. The right of access shall be limited to normal working hours and days at Camp Minden, which is 6 a.m. to 6 p.m. Monday through Friday, excluding state holidays. Any access necessary outside of normal working days and hours may be approved the Commander of Camp Minden upon written request.

b. *Term of access.* This right of access shall (i) run with the land and be binding upon all present and future owners, and all other persons claiming any right, title or interest in the Site; and (ii) exist as long as necessary for GD-OTS and ATK to comply with any and all terms of the approved AOC, the SOW, and any amendments thereto.

c. *Termination of Agreement.* Upon the termination of GD-OTS's and ATK's need to have access to the Site in order for GD-OTS and ATK to comply with any and all terms of the AOC and the SOW, and any amendments thereto, GD-OTS and ATK shall execute a written termination of this Agreement and promptly deliver the same to LMD, LSP, and LDEQ. However, this agreement shall terminate on December 31, 2015, unless extended by mutual consent of the parties.

2. Disposition of materials removed from Site and other obligations of LMD.

a. *Consent to removal.* LMD agrees that GD-OTS, ATK, and/or EPA may remove the following materials from the Site for storage, treatment, disposal, or recycling, without

compensation to LMD ("Site Materials"): any materials that are the subject of the AOC and SOW, as amended, including, without limitation, Composition H6 (including any equipment containing or contaminated with Composition H6), M30 propellant, nitrocellulose, tritonal mixed with tar/aluminum and TNT mixture, tritonal and tar mixture.

b. *Storage of Site Materials.* The LMD shall continue to store the Site Materials in the storage igloos until removed from the Site or as otherwise agreed by the parties. LMD acknowledges that GD-OTS's and ATK's obligations under the AOC and SOW may require some reconfiguration of the materials in the storage igloos and use of S-line buildings, including building 1607, without compensation.

c. *Point of Contact.* The LMD shall provide a point of contact to facilitate the implementation of this agreement. The Commander of Camp Minden will be LMD's single point of contact for any activities associated with this agreement. The Commander of Camp Minden will work to insure that all required activities by LMD are conducted in a timely and efficient manner.

d. *Access to igloos.* The LMD shall ensure that all parties have adequate access to all igloos and will improve such access should the need arise.

3. GD-OTS and ATK Affirmative Obligations.

a. *Protection to LMD property.* In the performance of the removal action as provided for herein, GD-OTS and ATK shall provide and maintain proper and effective protection to LMD's property so as to prevent damage thereto. All removal activities undertaken by GD-OTS and ATK on the Site shall be performed in accordance with the health and safety plan approved by EPA pursuant to the AOC. GD-OTS and ATK shall repair or replace, as reasonably directed by LMD, all damage to the Site caused by GD-OTS, ATK, or their agents, employees, representatives, contractors, consultants, or invitees as a result of the access granted by this Agreement.

b. *Manifesting and shipping.* As owner of the Site Materials, LMD agrees that GD-OTS and ATK may arrange for the off-site shipping and transportation of any Site Materials that are hazardous waste using a hazardous waste identification number (and any needed permits) that GD-OTS and ATK obtain for purposes of the AOC. (Copies of manifests and final reports to EPA shall be made available to LMD.)

4. Hold Harmless by GD-OTS. GD-OTS, with regard to the performance of activities under this Agreement, agrees to protect, defend, indemnify, save, and hold harmless the Louisiana Military Department, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses, and alleged liability or strict liability, or liability alleged to arise out of the handling or performing an activity deemed ultra-hazardous, arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur or in any way grow out of any act or omission of GD-OTS, its agents, servants, and employees, or any and all costs, expenses and/or attorney's fees incurred by either as a result of

any such claims, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the alleged negligence or strict liability of, or liability alleged to arise out of the handling or performing of an activity deemed ultra-hazardous, by the Louisiana Military Department, the State of Louisiana, all State Departments, Agencies, Boards, Commission, their agents, representatives, and/or employees. GD-OTS agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs (excluding consequential damages, except for consequential damage claims by third-parties) and expenses related thereto, even if they (claims, etc.) are groundless, false or fraudulent.

5. Hold Harmless by ATK. ATK, with regard to the performance of activities under this Agreement, agrees to protect, defend, indemnify, save, and hold harmless the Louisiana Military Department, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses, and alleged liability or strict liability, or liability alleged to arise out of the handling or performing an activity deemed ultra-hazardous, arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur or in any way grow out of any act or omission of ATK, its agents, servants, and employees, or any and all costs, expenses and/or attorney's fees incurred by either as a result of any such claims, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the alleged negligence or strict liability of, or liability alleged to arise out of the handling or performing of an activity deemed ultra-hazardous, by the Louisiana Military Department, the State of Louisiana, all State Departments, Agencies, Boards, Commission, their agents, representatives, and/or employees. ATK agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs (excluding consequential damages, except for consequential damage claims by third-parties) and expenses related thereto, even if they (claims, etc.) are groundless, false or fraudulent.

6. Enforcement. The parties shall have the right to enforce any breach of this Agreement by specific performance or prohibitory or mandatory injunction without the necessity of showing irreparable injury and without in any way limiting the parties' right to damages in the event of a breach of this Agreement.

7. Ownership. LMD represents and warrants that LMD is the owner of Camp Minden and the Site and that LMD has full right and title to execute this Agreement. LMD also represents and warrants that it is the owner of materials related to Explo's former operations including the Site Materials (as defined in Paragraph 2.a above).

8. Designation of Representatives and Notice. All notices or consents required under this Agreement shall be given in writing, by certified mail, return receipt requested, upon the parties through their following representatives, or to such other representatives whom the parties hereafter designate in writing:

(a) If to the LMD, to:

The Military Department, State of Louisiana
ATTN: Brigadier General (ret.) Owen W. Monconduit
718 E Street, Camp Beauregard
Pineville, Louisiana 71360

(b) If to GD-OTS, to:

Elaine B. Mills
GD-OTS
11399 16th Court North, Suite 200
St. Petersburg, Florida 33716

(c) If to ATK, to:

Jon Bode, PE
Director Corporate Environmental Management Alliant Techsystems Inc. (ATK)
7480 Flying Cloud Drive
Minneapolis, MN 55344-3720

9. **Miscellaneous.**

a. *Governing Law.* It is the intention of the parties that this Agreement shall be interpreted under the laws of the State of Louisiana, without giving effect to its choice of law provisions.

b. *Headings.* Any headings in this Agreement are inserted for the convenience of reference only and shall not be considered in the construction or interpretation of this Agreement.

c. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. For purposes of this section, facsimile, and PDFed signatures are acceptable; however, the original signature pages shall be substituted as soon as practicable.

d. *Modification or Termination.* This Agreement can only be modified or terminated by the written consent of all parties.

e. *Authority.* Each of the signatories to this Agreement represents and warrants that he or she is fully authorized and empowered to enter into and execute this Agreement for himself or herself and any firm and/or entity such signatory represents.

IN WITNESS WHEREOF, the parties hereto hereby execute this Access and Disposition Agreement, in counterparts, in the presence of the undersigned witnesses.

WITNESSES:

Samantha Lee
Printed Name SAHANATHA LEE
General

Jenifer Burke
Printed Name Jenifer Burke
WITNESSES:

Samuel J. Colius
Printed Name SAMUEL J. COLIUS

Melvin R. Haught
Printed Name Melvin R. Haught

WITNESSES:

Ellen L. Massie
Printed Name Ellen L. Massie

M. Renée McLaughlin
Printed Name M. Renée McLaughlin

Louisiana Military Department

By: B. W. Monconduit
Name: Owen W. Monconduit, Brig.

Title: Deputy Director, Contracting and Purchasing

General Dynamics Ordnance and Tactical Systems, Inc.

By: Elaine B. Mills
Name: Elaine B. Mills
Title: Assoc. General Counsel

Alliant Techsystems Inc.

By: Dean L. Grayson
Name: Dean L. Grayson
Title: Assistant General Counsel

EXHIBIT A

SITE DESCRIPTION

The "Site" is the Explo Systems, Inc. Site located on a portion of the Louisiana Army Ammunition Plant; the Louisiana Army Ammunition Plant was renamed Camp Minden under a January 1, 2005, property agreement transfer. The Site is located in the northwestern corner of the State of Louisiana, in Webster Parish, near the town of Doyline, and is comprised of the S-line which occupies 110 acres where Explo Systems, Inc. conducted demilitarization and disposal operations. The Site also includes areas where Explo Systems, Inc. stored explosive materials including areas L-1, L-2, and L-4, which encompass approximately 216 acres, 218 acres, and 57 acres respectively. (see Figure 1).

EXHIBIT B

DRAFT AOC

EXHIBIT C

DRAFT SOW